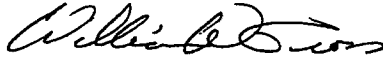


Attachment G

Wage Determination and Collective Bargaining Agreement

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor



William W. Gross
Director

Division of
Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 2002-0074
Revision No.: 1
Date of Last Revision: 03/07/2002

State: Ohio

Area: Ohio County of Cuyahoga

Employed on NASA contract for Janitorial and Related Services at NASA Glen Research Center.

Collective Bargaining Agreement between JDD, Inc. and Service Employees International Union, Local 47
effective May 1, 2001 through April 30, 2005.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor



William W. Gross
Director

Division of
Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 1994-2415

Revision No.: 22

Date of Last Revision: 05/29/2002

State: Ohio

Area: Ohio Counties of Ashland, Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, Medina, Portage, Richland, Stark, Summit, Wayne

** Fringe Benefits Required Follow the Occupational Listing **

CODE	OCCUPATION TITLE	MINIMUM WAGE RATE
01000	Administrative Support and Clerical Occupations	
01011	Accounting Clerk I	9.09
01012	Accounting Clerk II	11.57
01013	Accounting Clerk III	12.97
01014	Accounting Clerk IV	15.12
01030	Court Reporter	16.67
01050	Dispatcher, Motor Vehicle	13.17
01060	Document Preparation Clerk	11.84
01070	Messenger (Courier)	8.17
01090	Duplicating Machine Operator	11.84
01110	Film/Tape Librarian	11.52
01115	General Clerk I	8.26
01116	General Clerk II	9.39
01117	General Clerk III	11.01
01118	General Clerk IV	13.21
01120	Housing Referral Assistant	16.69
01131	Key Entry Operator I	9.08
01132	Key Entry Operator II	10.90
01191	Order Clerk I	10.88
01192	Order Clerk II	12.93
01261	Personnel Assistant (Employment) I	11.49
01262	Personnel Assistant (Employment) II	12.91
01263	Personnel Assistant (Employment) III	15.15
01264	Personnel Assistant (Employment) IV	17.04
01270	Production Control Clerk	15.16
01290	Rental Clerk	11.52
01300	Scheduler, Maintenance	12.97
01311	Secretary I	12.97
01312	Secretary II	14.93
01313	Secretary III	16.69
01314	Secretary IV	18.23
01315	Secretary V	21.29
01320	Service Order Dispatcher	11.52

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01341	Stenographer I	11.80
01342	Stenographer II	12.97
01400	Supply Technician	18.23
01420	Survey Worker (Interviewer)	12.98
01460	Switchboard Operator-Receptionist	11.42
01510	Test Examiner	14.93
01520	Test Proctor	14.93
01531	Travel Clerk I	10.24
01532	Travel Clerk II	10.98
01533	Travel Clerk III	11.79
01611	Word Processor I	11.07
01612	Word Processor II	15.75
01613	Word Processor III	17.17

03000 Automatic Data Processing Occupations

03010	Computer Data Librarian	10.31
03041	Computer Operator I	10.16
03042	Computer Operator II	13.36
03043	Computer Operator III	15.83
03044	Computer Operator IV	18.92
03045	Computer Operator V	20.96
03071	Computer Programmer I (1)	16.82
03072	Computer Programmer II (1)	18.80
03073	Computer Programmer III (1)	23.86
03074	Computer Programmer IV (1)	27.62
03101	Computer Systems Analyst I (1)	25.92
03102	Computer Systems Analyst II (1)	27.62
03103	Computer Systems Analyst III (1)	27.62
03160	Peripheral Equipment Operator	11.09

05000 Automotive Service Occupations

05005	Automotive Body Repairer, Fiberglass	19.36
05010	Automotive Glass Installer	18.02
05040	Automotive Worker	18.02
05070	Electrician, Automotive	18.73
05100	Mobile Equipment Servicer	16.45
05130	Motor Equipment Metal Mechanic	19.36
05160	Motor Equipment Metal Worker	18.02
05190	Motor Vehicle Mechanic	19.36
05220	Motor Vehicle Mechanic Helper	15.71
05250	Motor Vehicle Upholstery Worker	17.21
05280	Motor Vehicle Wrecker	18.02
05310	Painter, Automotive	18.73
05340	Radiator Repair Specialist	18.02
05370	Tire Repairer	15.89
05400	Transmission Repair Specialist	19.36

07000 Food Preparation and Service Occupations

Food Service Worker	8.44
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07010	Baker	11.47
07041	Cook I	10.46
07042	Cook II	11.47
07070	Dishwasher	8.58
07130	Meat Cutter	12.84
07250	Waiter/Waitress	9.04
09000	Furniture Maintenance and Repair Occupations	
09010	Electrostatic Spray Painter	18.73
09040	Furniture Handler	13.89
09070	Furniture Refinisher	18.73
09100	Furniture Refinisher Helper	15.71
09110	Furniture Repairer, Minor	17.22
09130	Upholsterer	18.73
11030	General Services and Support Occupations	
11030	Cleaner, Vehicles	9.08
11060	Elevator Operator	9.96
11090	Gardener	11.51
11121	House Keeping Aid I	8.25
11122	House Keeping Aid II	9.49
11150	Janitor	9.96
11210	Laborer, Grounds Maintenance	9.99
11240	Maid or Houseman	7.86
11270	Pest Controller	13.22
11300	Refuse Collector	9.08
11330	Tractor Operator	11.30
11360	Window Cleaner	10.68
12000	Health Occupations	
12020	Dental Assistant	13.40
12040	Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
12071	Licensed Practical Nurse I	11.02
12072	Licensed Practical Nurse II	12.36
12073	Licensed Practical Nurse III	13.83
12100	Medical Assistant	10.88
12130	Medical Laboratory Technician	12.36
12160	Medical Record Clerk	11.40
12190	Medical Record Technician	13.54
12221	Nursing Assistant I	7.71
12222	Nursing Assistant II	8.66
12223	Nursing Assistant III	9.46
12224	Nursing Assistant IV	10.61
12250	Pharmacy Technician	12.11
12280	Phlebotomist	12.36
12311	Registered Nurse I	17.13
12312	Registered Nurse II	20.97
12313	Registered Nurse II, Specialist	20.97

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12314	Registered Nurse III	25.37
12315	Registered Nurse III, Anesthetist	25.37
12316	Registered Nurse IV	30.38
13000	Information and Arts Occupations	
13002	Audiovisual Librarian	16.56
13011	Exhibits Specialist I	16.11
13012	Exhibits Specialist II	18.75
13013	Exhibits Specialist III	21.61
13041	Illustrator I	16.32
13042	Illustrator II	18.99
13043	Illustrator III	21.88
13047	Librarian	22.24
13050	Library Technician	12.98
13071	Photographer I	13.24
13072	Photographer II	16.73
13073	Photographer III	19.47
13074	Photographer IV	22.44
13075	Photographer V	26.18
15000	Laundry, Dry Cleaning, Pressing and Related Occupations	
15010	Assembler	7.65
15030	Counter Attendant	7.65
15040	Dry Cleaner	9.61
15070	Finisher, Flatwork, Machine	7.65
15090	Presser, Hand	7.65
15100	Presser, Machine, Drycleaning	7.65
15130	Presser, Machine, Shirts	7.65
15160	Presser, Machine, Wearing Apparel, Laundry	7.65
15190	Sewing Machine Operator	10.26
15220	Tailor	10.91
15250	Washer, Machine	8.30
19000	Machine Tool Operation and Repair Occupations	
19010	Machine-Tool Operator (Toolroom)	18.82
19040	Tool and Die Maker	21.52
21000	Material Handling and Packing Occupations	
21010	Fuel Distribution System Operator	17.40
21020	Material Coordinator	14.89
21030	Material Expediter	14.89
21040	Material Handling Laborer	12.07
21050	Order Filler	11.02
21071	Forklift Operator	14.79
21080	Production Line Worker (Food Processing)	13.60
21100	Shipping/Receiving Clerk	14.23
21130	Shipping Packer	14.23
21140	Store Worker I	11.46
21150	Stock Clerk (Shelf Stocker; Store Worker II)	15.67

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21210	Tools and Parts Attendant	14.95
21400	Warehouse Specialist	14.17
23000	Mechanics and Maintenance and Repair Occupations	
23010	Aircraft Mechanic	19.36
23040	Aircraft Mechanic Helper	15.71
23050	Aircraft Quality Control Inspector	20.07
23060	Aircraft Servicer	17.21
23070	Aircraft Worker	18.02
23100	Appliance Mechanic	18.73
23120	Bicycle Repairer	15.89
23125	Cable Splicer	20.49
23130	Carpenter, Maintenance	18.73
23140	Carpet Layer	18.02
23160	Electrician, Maintenance	21.69
23181	Electronics Technician, Maintenance I	15.89
23182	Electronics Technician, Maintenance II	20.26
23183	Electronics Technician, Maintenance III	26.29
23260	Fabric Worker	17.21
23290	Fire Alarm System Mechanic	19.36
23310	Fire Extinguisher Repairer	16.45
23340	Fuel Distribution System Mechanic	17.89
23370	General Maintenance Worker	18.02
23400	Heating, Refrigeration and Air Conditioning Mechanic	19.36
23430	Heavy Equipment Mechanic	19.36
23440	Heavy Equipment Operator	19.79
23460	Instrument Mechanic	19.36
23470	Laborer	13.23
23500	Locksmith	18.73
23530	Machinery Maintenance Mechanic	20.75
23550	Machinist, Maintenance	19.29
23580	Maintenance Trades Helper	15.71
23640	Millwright	22.26
23700	Office Appliance Repairer	18.73
23740	Painter, Aircraft	18.73
23760	Painter, Maintenance	18.73
23790	Pipefitter, Maintenance	22.65
23800	Plumber, Maintenance	20.49
23820	Pneudraulic Systems Mechanic	19.36
23850	Rigger	19.36
23870	Scale Mechanic	18.02
23890	Sheet-Metal Worker, Maintenance	19.36
23910	Small Engine Mechanic	18.02
23930	Telecommunication Mechanic I	19.36
23931	Telecommunication Mechanic II	20.06
23950	Telephone Lineman	19.36
23960	Welder, Combination, Maintenance	19.36
23965	Well Driller	19.36
23970	Woodcraft Worker	19.36

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23980	Woodworker	16.45
24000	Personal Needs Occupations	
24570	Child Care Attendant	10.13
24580	Child Care Center Clerk	12.64
24600	Chore Aid	7.78
24630	Homemaker	14.24
25000	Plant and System Operation Occupations	
25010	Boiler Tender	19.36
25040	Sewage Plant Operator	18.73
25070	Stationary Engineer	19.36
25190	Ventilation Equipment Tender	16.56
25210	Water Treatment Plant Operator	18.73
27000	Protective Service Occupations	
	Police Officer	19.73
27004	Alarm Monitor	12.34
27006	Corrections Officer	17.95
27010	Court Security Officer	17.95
27040	Detention Officer	17.95
27070	Firefighter	16.16
27101	Guard I	8.58
27102	Guard II	14.83
28000	Stevedoring/Longshoremen Occupations	
28010	Blocker and Bracer	16.72
28020	Hatch Tender	16.72
28030	Line Handler	16.72
28040	Stevedore I	15.57
28050	Stevedore II	16.95
29000	Technical Occupations	
21150	Graphic Artist	20.49
29010	Air Traffic Control Specialist, Center (2)	28.65
29011	Air Traffic Control Specialist, Station (2)	19.76
29012	Air Traffic Control Specialist, Terminal (2)	21.77
29023	Archeological Technician I	10.44
29024	Archeological Technician II	11.68
29025	Archeological Technician III	14.47
29030	Cartographic Technician	19.84
29035	Computer Based Training (CBT) Specialist/ Instructor	25.20
29040	Civil Engineering Technician	18.88
29061	Drafter I	11.13
29062	Drafter II	13.85
29063	Drafter III	17.49
29064	Drafter IV	22.26
29081	Engineering Technician I	13.89

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29082	Engineering Technician II	15.61
29083	Engineering Technician III	18.04
29084	Engineering Technician IV	20.98
29085	Engineering Technician V	25.23
29086	Engineering Technician VI	29.73
29090	Environmental Technician	18.93
29100	Flight Simulator/Instructor (Pilot)	25.49
29160	Instructor	20.24
29210	Laboratory Technician	15.06
29240	Mathematical Technician	19.03
29361	Paralegal/Legal Assistant I	14.93
29362	Paralegal/Legal Assistant II	19.04
29363	Paralegal/Legal Assistant III	23.31
29364	Paralegal/Legal Assistant IV	28.19
29390	Photooptics Technician	20.49
29480	Technical Writer	20.67
29491	Unexploded Ordnance (UXO) Technician I	18.21
29492	Unexploded Ordnance (UXO) Technician II	22.04
29493	Unexploded Ordnance (UXO) Technician III	26.41
29494	Unexploded (UXO) Safety Escort	18.21
29495	Unexploded (UXO) Sweep Personnel	18.21
29620	Weather Observer, Senior (3)	21.41
29621	Weather Observer, Combined Upper Air and Surface Programs (3)	17.91
29622	Weather Observer, Upper Air (3)	17.91
31000	Transportation/ Mobile Equipment Operation Occupations	
31030	Bus Driver	16.10
31260	Parking and Lot Attendant	7.86
31290	Shuttle Bus Driver	12.62
31300	Taxi Driver	9.52
31361	Truckdriver, Light Truck	12.62
31362	Truckdriver, Medium Truck	16.10
31363	Truckdriver, Heavy Truck	16.84
31364	Truckdriver, Tractor-Trailer	17.86
99000	Miscellaneous Occupations	
99020	Animal Caretaker	9.42
99030	Cashier	8.28
99041	Carnival Equipment Operator	10.00
99042	Carnival Equipment Repairer	10.46
99043	Carnival Worker	8.25
99050	Desk Clerk	10.13
99095	Embalmer	18.55
99300	Lifeguard	9.57
99310	Mortician	20.41
99350	Park Attendant (Aide)	12.02
99400	Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.03

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99500	Recreation Specialist	14.04
99510	Recycling Worker	11.00
99610	Sales Clerk	9.06
99620	School Crossing Guard (Crosswalk Attendant)	9.08
99630	Sport Official	9.57
99658	Survey Party Chief (Chief of Party)	15.23
99659	Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.19
99660	Surveying Aide	8.78
99690	Swimming Pool Operator	13.19
99720	Vending Machine Attendant	11.50
99730	Vending Machine Repairer	13.19
99740	Vending Machine Repairer Helper	11.50

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

OCCUPATION NOTES:

Refuse Collector: The rate for the Refuse Collector occupation applies does not apply to Cuyahoga County. See Wage Determination 1966-0048 for the wage rates and fringe benefits for Cuyahoga County.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

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The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

OCT 01 2001

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

JDD, INC.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 47

JDD, INC.
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AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of May, 2001, by and between JDD, INC., Cleveland, Ohio, hereinafter called the "COMPANY", and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 47, hereinafter referred to as "LOCAL 47".

ARTICLE I. RECOGNITION

The COMPANY recognizes LOCAL 47 as the sole collective bargaining agent for employees in the following bargaining unit. All site custodial maintenance employed by the COMPANY at the NASA Glenn Research Center, Cleveland, Ohio, excluding temporary employees, office clerical employees, guards and supervisors as defined in the Act.

ARTICLE II. REPRESENTATION

The term "Employees" when used in this Agreement means all the employees of the COMPANY performing site custodial maintenance at NASA Glenn Research Center, Cleveland, Ohio, excluding office clerical employees, and supervisory personnel. For purposes of grievance representation and Union membership. Local 47 will represent employees in all custodial maintenance classifications: custodians, window cleaners, wall/furniture washers, utility workers and clean room technicians.

ARTICLE III. UNION SECURITY

It is a condition of employment that all present employees in the bargaining unit defined in Article I who are or become members of the Union shall remain members in good standing or tender to the Union the initiation fees and periodic dues that are the obligation of members. All employees who are hired into the bargaining unit on the thirty-first (31st) day following the beginning of their employment, shall become and remain members in good standing or tender to the Union the initiation fees and periodic dues that are the obligations of members of the Union as a condition of employment. Local 47 shall make membership available to new employees without discrimination with all applicable Federal contracts.

ARTICLE IV. DUES CHECK-OFF

The COMPANY shall deduct, as to each employee who shall so authorize it in writing, in a form required by law, while this Agreement is in effect and such written authorization is in force, the regular monthly dues of LOCAL 47. Deductions shall be remitted to LOCAL 47 within ten (10) working days of said deductions. LOCAL 47 agrees to indemnify and save the COMPANY harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the COMPANY in complying with any provision of this Article, in reliance upon the written authorization forms which have been furnished to the COMPANY. Initiation fees will be deducted after thirty-one (31) days as set forth by the Union. The Employer agrees to deduct Local 47 COPE-PAC contributions in whatever sum is authorized by the Union from the pay of employees upon receipt of a voluntary written authorization executed for that purpose only so long as such deductions and contributions are in compliance with all substantive and procedural law in effect at that time.

ARTICLE V. HOURS OF WORK

The normal work day for the full-time custodial employee consists of seven and one-half hours to a maximum of eight hours. A half hour lunch period is included approximately halfway through the shift.

- A. The COMPANY provides custodial maintenance five (5) days a week from Monday through Friday. The COMPANY shall have the right to establish starting and ending times for all shifts. All shifts are subject to the enumerated holidays as that term is defined in ARTICLE VII. All shifts include a half hour lunch period approximately halfway through each shift.

A premium of \$.25 per hour will be paid for all hours worked on any other 2nd and 3rd shift established during the life of this contract.

A premium of \$.25 per hour will be paid on any weekend shift that may be added during the life of this contract.

No premium will be paid for time that overlaps another shift.

B. Shift/Weekend Premiums

The shift or weekend premiums set forth above will be added to the employee's hourly straight-time or overtime pay and there will be no pyramiding of overtime.

C. The COMPANY agrees to six (6) minute grace period for purposes of docking only.

ARTICLE VI. OVERTIME AND PREMIUM PAY

The COMPANY agrees to make overtime available on an equal basis among all employees within respective job classifications, but nothing in this clause shall be construed to make the COMPANY schedule overtime. The COMPANY agrees to notify employees of scheduled weekend overtime, when possible, no later than the end of their shifts on Thursday.

Custodial maintenance employees whose work week is Monday through Friday:

Overtime at one and one-half (1-1/2) times the straight-time rate will be paid for all hours worked over 7-1/2 hours per day for the Utility classification.

For all other classifications, overtime will be paid after forty hours (40) in the work week. In selecting employees to be provided the opportunity to work 40 hours, the Company will schedule the most senior employee who is qualified to do the available work and who regularly works in the building and on the shift where the work is available.

A differential of \$.75 per hour will be paid to those employees who work on an off-shift schedule for that time that is other than their normal working hours.

ARTICLE VII. HOLIDAYS

The following holidays or day(s) observed as such shall be paid holidays under this Agreement:

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day

Veteran's Day
Thanksgiving Day
Christmas Day
Employee's Birthday
Martin Luther King's Birthday

It is agreed that the phrase above, "or day(s) observed as such", means the day(s) on which the Government substantially reduces the normal activities at NASA Glenn Research Center, the Center is in a "holiday or weekend mode" and the Government employees at NASA Glenn Research Center celebrate the holiday.

On days which are not enumerated in the first paragraph above, when because of special events or occasions, i.e., administrative holiday, inclement weather or other acts of God, or situation restricting operations for short durations during which the Government substantially reduces the normal activities at NASA Glenn Research Center because of the special occasion or events, the number of employees required to work will be restricted to the number essential to maintain services. These employees will be paid one and one-half (1-1/2) times the straight time rate.

Unless vacation time has been scheduled and approved by the COMPANY, the employee must work the day before and the day after the holiday in order to be paid for the holiday.

ARTICLE VIII. VACATION

Each full time employee shall be eligible for paid vacation on the following basis:

On the FIRST anniversary of full time employment:
Eighty (80) Hours

On the THIRD anniversary of full time employment:
One Hundred Twenty (120) Hours

On the TENTH anniversary of full-time employment:
One Hundred Sixty (160) Hours

On the TWENTY-FIFTH anniversary of full-time employment:
Two Hundred (200) Hours

While every effort will be made by the COMPANY to accommodate employee vacation preference, vacation scheduling will be determined solely by the COMPANY in accordance with the operational requirements of the Government contract. All vacation anniversary dates are per Article XXV.

Employees may take vacation and/or sick time in one-half (1/2) day increments, on a call-in basis.

ARTICLE IX. INSURANCE COVERAGES

The COMPANY will provide a comprehensive health and welfare benefit program for all full-time employees, including hospitalization, medical, surgical and prescription benefits.

The Employer shall pay the following amounts per eligible employee per month for medical coverage for each employee in the bargaining unit. All monies shall be used to pay for single or family coverage as selected by the bargaining unit employees:

Effective <u>05/01/01</u>	Effective <u>05/01/02</u>	Effective <u>05/01/03</u>	Effective <u>05/01/04</u>
\$500.00	\$525.00	\$575.00	\$600.00

All reimbursements for health care above that which is necessary to pay for an employee's actual policy will be allocated equitably toward the premiums of those employees whose policy costs exceed the maximum employer contribution required by this section before the Company determines the employees' share of the health care premiums.

Alternative carriers or changes in benefit levels may be considered during the life of this Agreement, but no more often than once each year. However, the total premium payment set forth above shall not be increased as a result of any change in benefit levels or carriers; and if an alternative program is adopted which carries a monthly lower cost than the aforesaid total premium payment, the COMPANY shall be obligated to pay only the lesser amount.

Accident, dismemberment and disability insurance will be made available by the COMPANY. A memo will be circulated explaining benefits and additional cost.

ARTICLE X. NO STRIKE AND/OR LOCKOUT

The employees shall not strike, cease work or purposely slow down or absent themselves without good cause while this Agreement is in effect. The COMPANY agrees not to lock out its employees while this Agreement is in effect. All disputes and disagreements shall be handled in a manner set forth in Article XIII and, if necessary, Article XIV entitled "Grievance Procedure" and "Arbitration".

ARTICLE XI. UNION RIGHTS

The COMPANY agrees that LOCAL 47 may conduct union business at the work site provided all visitor requirements of the Government are fulfilled and such business does not interfere with employee(s) scheduled work or operation of the contract with the Government.

ARTICLE XII. NEW EMPLOYEES

New employees shall serve a probationary period of ninety (90) calendar days before becoming permanent employees and covered by this Agreement. During each probationary period, the employees may be disciplined, suspended or discharged, and any such action shall not be subject to the Grievance Procedure or Arbitration as contained in Article XIII and XIV of this Agreement. Upon completion of the probationary period, an employee shall accumulate seniority from the most recent date of hire.

It is further agreed that the COMPANY shall have the right to employ part-time employees. A part-time employee is defined as an employee working less than twenty-four (24) hours per week. Part-time employees shall not be utilized to displace full time, bargaining unit positions.

It is further agreed that the UNION recognizes the right of the COMPANY to establish fill-in, seasonal, or temporary employees under the following conditions. A fill-in or seasonal employee is defined as either an employee hired to replace a permanent employee on a leave of absence, vacation or illness, or an employee hired to perform seasonal duties. Such employees shall not be utilized to displace full-time employees.

Temporary, part-time, fill-in or seasonal employees shall be offered, by seniority, available full-time positions as openings occur, after such openings have been posted, provided the employee is qualified to fill the open position.

Temporary, part-time, fill-in or seasonal employees shall not be eligible for insurance or vacation benefits until becoming a full-time employee.

ARTICLE XIII. GRIEVANCE PROCEDURE

Should a difference arise between the COMPANY and LOCAL 47 or between the COMPANY and an employee, as to the meaning and application of this Agreement, the difference will be settled as is described below. Grievances involving members of LOCAL 47 will be processed by Local 47 stewards and, if necessary, Local 47 business representatives.

STEP 1. The employee will present the grievance to, or discuss the matter verbally with, his immediate supervisor and steward, and the supervisor will respond verbally to the employee within three (3) working days.

STEP 2. If no agreement is reached, the grievance shall be reduced to writing and presented to the supervisor within six (6) working days. The supervisor will meet within the next six (6) working days with the employee and steward and will present a written disposition to LOCAL 47, within forty-eight (48) hours of this meeting.

STEP 3. If no agreement is reached, the grievance shall be referred by LOCAL 47 to the Home Office of the COMPANY within six (6) working days of second step disposition. Within five (5) days, the COMPANY will advise LOCAL 47, in writing, of its position regarding said grievance.

The time limits above may be extended by mutual agreement. In the event of employee discharge, Steps 1 through 3 may be bypassed at the option of either the COMPANY or LOCAL 47.

ARTICLE XIV. ARBITRATION

If the grievance is not settled under the provisions of Article XIII, then within ten (10) calendar days of third step disposition, the issue shall be submitted to arbitration. (With respect to grievances involving Local 47, they shall be submitted to arbitration within ten (10) calendar days after the next regularly scheduled Executive Board meeting of that Local.) The parties hereto shall ask the American Arbitration Association to submit a list of five (5) recognized arbitrators, within five (5) days of receipt of a request for arbitration. The COMPANY shall strike two (2) names; LOCAL 47 shall strike two (2) names; and the fifth arbitrator, not stricken, will settle the difference.

Before submission to the Arbitrator, the COMPANY and LOCAL 47 shall set forth specifically, in writing, the issue(s) to be submitted. The Arbitrator shall confine his decision to the said stipulation(s) of the issue or issues. The Arbitrator shall have no authority to add to, detract from, or alter in any way any provision of this Agreement.

The Arbitrator shall be instructed to act upon the issue(s) within one (1) month unless such period is extended by mutual agreement.

A decision reached by the Arbitrator shall be final and binding on all parties involved in this Agreement.

Each party shall pay one-half (½) of the expenses of the Arbitrator.

ARTICLE XV. SUBORDINATION

All provisions of this Agreement are subordinated to the contract between the Government and the COMPANY at NASA Glenn Research Center, and, in case of conflict, provisions of the Government contract take precedence. In the event of the termination of the COMPANY's contract with the Government, LOCAL 47 will receive a copy of the termination notice as soon as possible.

ARTICLE XVI. EQUAL EMPLOYMENT OPPORTUNITY

The COMPANY and LOCAL 47 herein recognize their respective responsibilities under Federal law, regulations, directives and Executive Orders and Ohio law regarding nondiscrimination in employment and union membership matters and agree jointly to promote and to assure equal employment and promotion opportunities for all qualified persons without regard to race, color, creed, national origin, age, sex or handicap, employed or seeking employment under the Government contract covered by this Agreement.

ARTICLE XVII. JURY DUTY

Each full-time employee serving as jury member will be compensated for time lost because of jury duty on the basis of the difference between regular straight time earnings and the amount received as jury fees. Compensation will be limited to the hours the employee was scheduled to work on the day(s) he/she serves as a jury member up to a maximum of 8 hours per day and 40 hours per week.

ARTICLE XVIII. MANAGEMENT RIGHTS

The management of the business, the control of the premises and the direction of the work forces are vested exclusively with the COMPANY. The right to manage includes, but shall not be limited to, the right to hire, direct, transfer, classify, promote, demote, assign, test, evaluate, suspend, or discharge for just cause or otherwise discipline, and to layoff employees for economic or other reasons; to determine the shifts, staffing patterns and number of hours to be worked by employees; to determine the classification, size and organization of the work force; to assign duties to employees in accordance with the needs and requirements determined by the COMPANY; to determine or change the methods and means by which its operations are to be carried on; to promulgate and enforce reasonable rules and regulations, and otherwise generally to carry out the ordinary and customary functions of management, including the right to subcontract work as long as no current member of the bargaining unit is displaced.

ARTICLE XIX. WAGES

Hourly wages for custodial employees are as follows:

	<u>12/1/01</u>	<u>12/1/02</u>	<u>12/1/03</u>	<u>12/1/04</u>
JANITOR	12.15	12.52	12.89	13.28
WALL/FURNITURE WASHER	13.18	13.58	13.99	14.41
WINDOW CLEANER	15.82	16.30	16.78	17.29
UTILITY WORKER	14.96	15.40	15.87	16.34
CREW LEADER (CUSTODIAL)	13.15	13.52	13.89	14.28
CLEAN ROOM TECHNICIANS	13.15	13.52	13.89	14.28

ARTICLE XX. WORKING ASSIGNMENTS

There shall be no restriction on the COMPANY's right to assign and to transfer any employees to any work station or location within the confines of the NASA Lewis Research Center or to any work that the employee is capable of performing; nor shall there be any restriction on the right of any employees to fill other jobs within the bargaining unit, provided that a vacancy exists and that the employee is immediately qualified to perform the work. This provision may not be used to displace an employee currently filling a job, and will not be exercised in an arbitrary or discriminatory manner. If a member of the bargaining unit is temporarily assigned duties covered by a different wage scale, he will be paid the higher wage.

ARTICLE XXI. PERSONAL LEAVE/SICK LEAVE

Each employee will receive three (3) personal days a year, after the first year of employment, with pay, to be used within the contract year. Each employee will receive two (2) sick days per year. Up to forty-eight (48) hours of paid sick leave can be carried over from one year to the next but cannot be used in conjunction with vacations or holidays.

ARTICLE XXII. LEAVES OF ABSENCE

A. UNION LEAVES

Employees elected as officers, executive board members, or delegates to conferences and conventions of LOCAL 47 shall be granted a leave of absence without pay to attend such meetings for a period of time limited to one (1) week or less, provided they make prior written application to the COMPANY. Such leaves will be limited to one (1) employee per year. Employees elected or appointed an officer or executive board member of LOCAL 47 may be granted reasonable time off from work without pay, with the approval of the Project Manager, to attend specifically called UNION meetings, provided they make prior written application to the COMPANY. Such absences from work shall be granted provided they do not unreasonably interfere with production.

B. BEREAVEMENT LEAVES

The COMPANY will pay three (3) days bereavement pay (four [4] days if travel is in excess of 200 miles) in the event of the death of a full-time employee's spouse, mother, father, grandparent, grandchild, mother-in-law, father-in-law, child, sister, brother, or legal guardian, provided the employee attends the funeral of the deceased. Such funeral leave shall be limited to straight-time pay. Additional time may be requested but, if approved, will be without pay unless earned vacation time is available.

C. MILITARY LEAVES

The COMPANY shall comply with the requirements of the Universal Military Training and Service Act, as amended from time to time, in the reinstatement of employees who have entered the U.S. Armed Services, and with all other applicable statutes covering the job rights of employees who are in the National Guard or Reserves.

D. FAMILY LEAVES

The COMPANY shall comply with the requirement of the Family Medical Leave Act at such time as it becomes applicable.

E. INJURY ON THE JOB

Any employee (full time or temporary) who is injured on the job during the hours of his/her scheduled shift and is sent home because of such injuries, shall receive his/her regular shift rate of pay for the time actually worked, and for the balance of his/her scheduled shift

F. MEDICAL LEAVES OF ABSENCE

Full-time employees shall be granted a sick leave of absence for up to a period of one (1) year, subject to medical verification at the request of the COMPANY. An employee on sick leave of absence shall retain but not accumulate seniority while on a leave of absence. Such leave will be without pay or benefits, excluding sick and accident payments, to which they may be entitled. A regular full-time employee shall retain full vacation rights while on a sick leave of absence.

G. PERSONAL LEAVE OF ABSENCE

Unpaid personal leaves of absence of up to one (1) month may be granted for compelling personal reasons such as a death in the immediate family, etc. In no instance will personal leaves be granted for the purpose of accepting employment with another company. Personal leaves shall not be used to extend vacations or holidays.

ARTICLE XXIII. CALL-IN TIME

Any time an employee is called in to work when he/she is not scheduled to work, he/she will receive a minimum of two (2) hours pay at the prevailing rate governed by Article V.

ARTICLE XXIV. BEEPER ALLOWANCE

A beeper allowance in the amount of three (3) hours straight time pay per person per week will be paid to each employee required to carry a beeper while on call off-site.

ARTICLE XXV. SENIORITY

Seniority with the COMPANY will be determined by each employee's original starting date with any service contractor at NASA Glenn Center in any of the work groups covered by this Agreement. That is, seniority of site maintenance employees acquired with previous employers will be recognized as COMPANY seniority under this Agreement.

Seniority within a work group will also be recognized, but only with respect to vacation eligibility, promotions, transfers and work assignments within the work group. For purposes of this paragraph, one work group will consist of the custodial maintenance classifications (janitors, wall/furniture washers, and window cleaners); the other work group will consist of all other classifications. Work group seniority begins on the date an employee hires into, or permanently transfers into, one of the two work groups.

Any employee who transfers into another work group on any basis other than a temporary assignment or temporary transfer will be required to satisfy the Union membership obligations of the LOCAL servicing the work group he is entering, pursuant to Article III above.

Layoffs and recalls within a work group will be based on COMPANY seniority, provided that employees who are retained or recalled must be immediately qualified and competent to perform all aspects of the work in the particular classification. Employees scheduled for layoff may displace employees with less COMPANY seniority, in any classification within their work group covered by this Agreement, provided that the employee exercising seniority rights is immediately qualified to perform the work in question.

In all cases of work assignments, promotions and transfers, but not layoffs and recalls, the COMPANY shall have the right to select the employee who, in the COMPANY's best judgment, is better qualified to perform the work, with seniority being recognized only in those cases in which the COMPANY determines that qualifications of two eligible individuals are equal. All decisions regarding the qualifications and competence of employees under this Article will be made by the COMPANY, and such decisions will be deemed conclusive in the absence of evidence of arbitrariness, discrimination or abuse of discretion.

The COMPANY shall post all vacancies for three (3) days. Any employee wishing to be selected shall fill out a bid request through the COMPANY office. The employee with the best qualifications, as determined by the COMPANY, shall be awarded the job within ten (10) days after the posting period. If the qualifications are relatively equal, then seniority shall prevail.

The COMPANY reserves the right to maintain and uphold the percentages of the work force as suggested by the Department of Labor for affirmative action.

Ties in seniority will be broken by giving preference to the lower number comprised by the last four (4) digits of the employees' social security numbers.

ARTICLE XXVI. BULLETIN BOARDS

The COMPANY will seek the permission of NASA Glenn Research Center for the use of existing bulletin boards in facility locations to be identified by LOCAL 47. The posting of items shall be responsibility of the Chief Steward. Under no circumstances will items be posted on said bulletin boards without the prior permission of the COMPANY's Project Manager, except that permission will not be unreasonably withheld.

ARTICLE XXVII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding in all respects on any successor employer or assignee in full compliance with Federal Labor statutes. No successor employer or assignee shall make any unilateral changes in terms and conditions of employment of any employee in the existing bargaining unit.

ARTICLE XXVIII. TERM OF AGREEMENT

This Agreement shall continue in full force and effect from May 1, 2001 through April 30, 2005 and shall be automatically renewed from year to year thereafter, unless sixty (60) days prior to April 30, 2005 or of any subsequent contract year either the COMPANY or the LOCAL give to the other written notice of the desire to terminate this Agreement, in which event this Agreement shall terminate at the end of the contract year in which such notice is given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed the day and year first above written.

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 47

Matt [Signature]
8/1/01
Date

Dennis M. Dingus
8/1/01
Date

Thalia A. [Signature]
8/1/01
Date

Carl D. [Signature]
8/3/01
Date

[Signature]
8-6-01
Date

JDD, INC.

[Signature]
8/24/01
Date

Date

Date